

AGREEMENT BETWEEN
R.I. COUNCIL 94, AFSCME, AFL-CIO
LOCAL 3163
AND
THE TOWN OF HOPKINTON, RHODE ISLAND
PROFESSIONAL AND TECHNICAL EMPLOYEES
JULY 1, 2009 – JUNE 30, 2012

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AGREEMENT

This Agreement is made and entered into on _____, 2009 by and between Rhode Island Council 94, of the American Federation as the "Union", and the Town of Hopkinton, Rhode Island, hereinafter referred to as the "Town" or "The Employer".

ARTICLE 1

RECOGNITION

- 1.1** The Town of Hopkinton, Rhode Island, its successors and assigns recognize the Union as the sole and exclusive bargaining agent with regard to wages, hours of work, and all other working conditions for all employees in the bargaining unit as certified in State of Rhode Island, State Labor Relations Board Case No. EE-3624 on January 24, 2000 excepting those employees as may be excluded from the bargaining unit.

ARTICLE 2

NON-DISCRIMINATION

- 2.1** The Employer agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The Employer and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the Rhode Island State Labor Relations Act. The Employer and the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, disability, political beliefs or affiliation, or sexual orientation or

preference. All references to an employee covered by this Agreement as well as use of any pronoun are intended to include both genders.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Subject to the terms and conditions of this Agreement, it is understood and agreed that the Town shall have sole jurisdiction over the management of the operations of the Town including, but not limited to the work to be performed; the scheduling of work; the establishment and changing of scheduled shifts and hours of work; the promotion of employees; fixing and maintaining standards of quality of work and productivity standards; methods of operations made or purchased; the right to hire, transfer, discipline or discharge for just cause and layoff because of lack of work or other legitimate reasons; and to enforce rules and regulations. Provided, however, that work may be contracted or subcontracted on a limited basis as provided for in Section 2 of this Article.

3.2 Part-time or limited period employees may be used for a limited time as defined within, a limited period employee is one who is hired for a period of six (6) months continuous, full-time employment within a calendar year, or for a longer period of time not exceeding 1200 hours within a calendar year, and is so informed at the time of hire and who is hired for a special project or emergency situation or to replace an employee on leave or vacation. The said six (6) month period may be extended up to an additional three (3) months or for the length of maternity leave of the employee being replaced, or

any extension of such maternity leave. Limited period employees, as defined above, shall have no seniority during the term they occupy the status of limited period employee but should any limited period employee become a permanent employee, then his seniority shall be retroactive to the date of employment. Limited period employees, while they occupy the status, may be terminated for any reason without recourse under this agreement.

ARTICLE 4

UNION SECURITY AND DUES DEDUCTION

- 4.1 All employees covered by this agreement as a condition of employment shall become members of the Union or pay an agency shop fee to the Union. The Town agrees that Union dues and/or agency shop fees shall be deducted from each employee's weekly or bi-weekly pay on a check-off system provided that an employee executes a written payroll deduction form and submits it to the Town Treasurer.
- 4.2 The Town agrees to the adoption of a Union check-off system whereby union dues and agency fees will be withheld from each bargaining unit member's pay. Such withholding dues and fees shall be transmitted each month to Rhode Island Council 94, AFSCME, and AFL-CIO.
- 4.3 The Union agrees to, and hereby does, indemnify and hold harmless the Town, each Town Council member, and all employees of the Town against any and all claims, demands, suits, awards, judgments, losses, expenses or liability, and for all reasonable legal fees, arising out of any claims made against the Employer by an employee because of such deduction from his wages or because of the Employer's

compliance with the provisions of this Article, including discharge.

ARTICLE 5

PROBATIONARY PERIOD

- 5.1 All employees hired after the effective date of this Agreement shall serve a probationary period of six (6) months during which they may be discharged without recourse under this Agreement. If the Town determines that the employee's performance is unsatisfactory after the first six months, it shall have the right to extend the probationary period for three additional months, upon notification of the Union. Upon the satisfactory completion of the probationary period, the employee's seniority hereunder shall commence, retroactive to the date of hire. During the probationary period, an employee may be terminated for any reason, in the Employer's sole and exclusive discretion, and shall have no redress through the grievance and arbitration procedures of this Agreement.

ARTICLE 6

SENIORITY, POSTING OF VACANCIES & BIDDING

- 6.1 Seniority shall be defined as the total length of service by an employee (in any position within the bargaining unit). Seniority shall accrue upon successful completion of an employee's probationary period and shall be retroactive to an employee's first day of employment.
- 6.2 Upon request by the Union, but in no event more than once per calendar year, a seniority list shall be provided by the Town to the Union.
- 6.3 An employee shall forfeit all seniority rights in the event that:

- a. The employee is discharged for just cause;
- b. The employee terminates voluntarily;
- c. The employee is laid off for a period in excess of twenty-four (24) months or fails to return to work within ten (10) working days of the issuance of a recall notice;
- d. An employee fails to return to work upon the expiration of any authorized leave of absence;
- e. **When an employee engages in other work without authorization while on sick leave during his regularly scheduled work shift with the Town.**

6.4 In the event of a layoff in a classification should be deemed necessary by the Employer, it shall occur in order of inverse seniority.

6.5 Upon declaration of a vacancy in a bargaining unit position by the Employer, and upon further determination by the Employer to fill such vacancy, notice of the vacancy shall be posted on the bulletin board in the Town Hall for a period of ten (10) working days.

An employee interested in filling a posted vacancy may submit a bid in writing directed to the Town during the posting period. The Town shall fill the vacancy based upon its discretionary consideration of qualifications, experience and ability, as determined by the Employer. In those instances in which these criteria are adjudged relatively equal by Employer between or among bidders for a vacancy, seniority shall govern. The Employer shall give due consideration to filling vacancies from employees within the bargaining unit through the application of this section; provided however, if no employee submits bids for the posted position or bidders are deemed by the Employer to be unqualified, the Employer may fill the vacancy from any source. Any dispute arising out of the application of this section may be redressed through the grievance and arbitration provisions of this Agreement; provided however, that an arbitrator shall have no authority

to disturb any discretionary determination of the Employer, unless it is found by clear and convincing evidence to have been arbitrary or capricious.

ARTICLE 7

HOURS OF WORK/SHIFT SELECTION

- 7.1 The regular hours of work for all employees shall be eight (8) consecutive hours of five (5) consecutive days Monday through Friday from 8:30 am through 4:30 pm. Work schedules at variance with the 8:30 am – 4:30 pm schedule shall be submitted by the employee to the Town Manager for approval.
- 7.2 Meal period shall consist of one (1) paid hour and there shall be two (2) fifteen (15) paid minute rest periods in each half of the work day.
- 7.3 Employees who work beyond the regular hours of work shall receive compensatory time off for all hours worked at the rate of time and one half. Compensatory time must be used within one (1) year of accrual.
- 7.4 Employees shall record their time on a daily basis on forms to be provided by Town.

ARTICLE 8

HOLIDAYS

- 8.1 The following shall constitute holidays for purposes of this Agreement:

½ day before New Year's

New Year's Day
Martin Luther King, Jr. Day
Washington's Birthday
Memorial Day
July Fourth
Labor Day

Victory Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
½ Day before Christmas
Christmas Day

- 8.2 Employees shall receive pay for the above holidays provided that they shall have worked their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of illness, or pre-approved leave.
- 8.3 In the event a holiday falls on a Sunday, it shall be celebrated on Monday. In the event a holiday falls on a Saturday, it shall be celebrated on a Friday.
- 8.4 An employee required to work on a holiday which falls during his or her normal work week, to which he or she is entitled under this Agreement, shall be paid time and one-half his or her regular rate of pay for such day in addition to this holiday pay.
- 8.5 Part-time employees shall only be paid for the holidays that fall on their regularly scheduled work day.

ARTICLE 9

VACATION

- 9.1 Full time employees of the bargaining unit shall be granted annual leave at the employee's regular rate of pay in accordance with the following schedule:

Upon completion of six (6) months of service	5 days
Completion of 1 year	10 days
Completion of 3 years	15 days
Completion of 10 years	20 days
More than 10 years	1 additional day for each year up to a maximum of twenty-five (25) days.

Employees with three (3) or more years of service shall be allowed to carry over a maximum of half the number of days they accrue in a given year to the next year.

Part time employees shall be entitled to the above benefits on a pro-rated basis.

- 9.2 (a) Vacation entitlements shall accrue as of the anniversary date of employment.

(b) To the extent feasible and consistent with effective departmental operation, employees will be permitted to take vacation leave according to their own convenience subject to the following conditions.

(1) The Department Head shall be notified two (2) weeks in advance of any vacation request for more than three (3) days. However, nothing shall preclude the Department Head from granting leave without the required advance notice if it does not adversely affect the operation of this Department.

However, no vacation shall be granted without prior approval of the Department Head.

(2) Scheduling of vacation time shall be in the order of seniority with preference being given to the persons having the most seniority.

(3) Granting of vacation time is mandatory upon the Department Head but the time when such leave is granted shall be consistent with the best interests of the work program of the Department or Division.

ARTICLE 10

SICK LEAVE

10.1 All full-time employees, excluding part-time and temporary are entitled to sick leave at the rate of one day and one-quarter per month for a total of fifteen (15) days per year. Part time employees shall be entitled to this benefit on a pro-rated basis. A member of the bargaining

unit will be allowed to accumulate all unused sick leave, with no upward limit. Upon retirement, a member of the bargaining unit will be compensated for 50% of any unused sick leave over 100 days and up to 180 days. Compensation will be at the employee's regular rate of pay at the time of his/her retirement.

10.2 Sick leave shall not be considered a privilege which may be used by the employee at his or her discretion but shall be allowed only for a medically necessary absence under the following conditions:

(a) Personal illness; physical incapacity beyond the employee's control, injury or exposure to contagious disease which disables an employee from performing his regular duties and responsibilities.

(b) When an illness in the immediate family requires the employee's personal attention and the necessity of such attention is supported by a doctor's certificate, when required by the Employer's supervisor. Immediate family, as used herein, shall mean spouse, father, mother, brother, sister, son or daughter or members of the immediate household. Such days shall not exceed five (5) days per year.

(a) Personal illness, (physical incapacity beyond the employee's control) injury or exposure to contagious disease which disables an employee from performing his regular duties and responsibilities.

10.3 Employees using sick leave shall notify their supervisor within four (4) hours of the normal starting time on the day of their absence. Failure to provide notification shall result in the loss of sick leave for that day or period of absence unless the failure to notify the supervisor was due to extenuating circumstances beyond the control of the employee. A form shall be completed by the employee on the day of his/her return to work and shall be

submitted to the Department Head, or his/her designee.

- 10.4 When the absence is 3 or more consecutive days, the employee's Department Head may require a physician's certificate or other satisfactory evidence. Other satisfactory evidence shall consist of a note or certificate from a medical facility or clinic or receipts from said facility, a notarized affidavit from the employee, or receipts for prescription or non-prescription medicine related to the illness. Failure to comply with this provision shall result in the loss of sick leave benefits for that period of absence.

ARTICLE 11

BEREAVEMENT LEAVE

- 11.1 Employees shall be granted up to five(5) working days for a death of a member of the employee's immediate family. Immediate family member shall include spouse, parent, child, step-parent, step-child, sibling, grandchild, grandparent, parent-in-law, or domestic partner.
- 11.2 Three(3) days shall be granted for any other family member not referenced in Section 1 above.

ARTICLE 12

PERSONAL LEAVE

- 12.1 All employees covered by this Agreement shall receive three (3) personal leave days per year. Personal days shall be pro-rated for the first year of employment and thereafter shall be used on a calendar year basis. Personal days shall not accrue beyond the employees' anniversary date.

ARTICLE 13

JURY DUTY

- 13.1 Regular full-time employees shall be granted leaves of absence for required jury or appearance before any court or other public body required by or on behalf of the Town of Hopkinton.

Such employees shall receive that portion of their regular salary which will, together with their jury pay or fees, equal their total salary for the same period.

ARTICLE 14

STABILITY OF AGREEMENT

- 14.1 No agreement, understanding, alteration or variation of the terms and provisions of this agreement shall be effective unless made and executed in writing by both parties. Failure of the Employer or the Union to exercise any rights they have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party shall not be construed as a waiver or relinquishment of the right of the Employer or the Union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Employer and the Union to comply with this Agreement shall continue in full force and effect.

ARTICLE 15

COMPLETE UNDERSTANDING

- 15.1 This Agreement constitutes the entire agreement resulting from collective

bargaining, except such amendments hereto as shall be reduced to writing and signed by the parties.

ARTICLE 16

MATERNITY LEAVE

- 16.1 Any pregnant employee requesting maternity leave shall be granted such leave for a period of up to **six (6) months**. Upon the expiration of such leave the employee shall be reinstated to the position held prior to such leave.
- 16.2 A pregnant employee shall be entitled to use accumulated sick leave for any time she is unable to work due to medical reasons.

ARTICLE 17

LEAVE WITHOUT PAY

- 17.1 Any employee may be granted a leave without pay upon request for a period of up to **six (6) months**. Upon return from such leave the employee shall be reinstated to the position held prior to the commencement of the leave.

ARTICLE 18

MILITARY LEAVE

- 18.1 Any bargaining unit employee who is a member of the United States Military Reserves or a State National Guard shall be granted **an unpaid leave** for a period of up to twenty (20) working days per year when required to attend training or yearly programs of such Reserves or Guard.
- 18.2 Employees who are in activated military units shall be given leave without pay for the

duration of the activation.

- 18.3 The Town shall continue to provide all benefits for employees while on leave under the provisions of this Article.
- 18.4 The Town shall comply with all of its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other governing law related to military service by employees.

ARTICLE 19

MEDICAL INSURANCE

- 19.1 The Town agrees to provide all employees covered by this Agreement who work thirty-five (35) hours per week or more with a health insurance plan substantially equivalent to the existing healthcare insurance, the cost of which shall be paid for by the Town.
- 19.2 The Town agrees to provide all employees covered by this Agreement who work thirty-five (35) hours per week or more with a dental plan substantially equivalent to the existing dental insurance.
- 19.3 Employees shall be allowed to select Individual or Family coverage for both benefits in Sections 1 and 2 above.
- 19.4 Employees shall be allowed to waive benefits in this Article provided they are covered by similar or same benefits through a spouse. Employees who elect to waive this coverage shall receive 50% of the cost of the yearly premiums up to a max of \$3,500 of either or both coverage waived on a twice yearly basis.
- 19.5 Employees shall co-pay Medical Insurance Premiums on the following basis:

<u>July 1, 2009</u>	<u>10%</u>
<u>July 1, 2010</u>	<u>11%</u>

July 1, 2011 12%

ARTICLE 20

WORKER'S COMPENSATION

- 20.1 The Town agrees to be bound by the provisions of the Workers' Compensation Act, Section 28-30-1 et. Seq. Of the General Laws of the State of Rhode Island as amended.
- 20.2 It is agreed by the employees that notification will be given to the Town of any alleged injury said to have been sustained by an employee arising out of and in the course of his or her employment by the end of the shift during which they have sustained said injury. Said notification shall be given by the employer to the President of the Union.
- 20.3 An Employee receiving Workers' Compensation benefits may be allowed to supplement those benefits by drawing from his or her accumulated sick or vacation leave; provided however in no event may the supplement and Workers' Compensation benefits exceed the employee's regular base pay.

ARTICLE 21

TEMPORARY DISABILITY INSURANCE

- 20.1 All employees covered by this Agreement shall be enrolled in the State of Rhode Island Temporary Disability Program or an alternative plan with comparable benefits at the employee's expense.

ARTICLE 22

DISCIPLINE

- 22.1** The Town hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed through the grievance and arbitration procedures set forth in this agreement. Any reprimand will be conducted privately and in such a manner as to avoid embarrassment to the employee.
- 22.2** The Town shall notify the Union of all disciplinary action. At any meeting at which the principle topic is the imposition of discipline except for a counseling session, an employee will be informed of his right to Union Representation. The Town will honor any request in those circumstances.
- 22.3** If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then documentation of the following forms of discipline shall be expunged from his employment records after two (2) years of discipline free employment.
An employee's request for disciplinary actions to be expunged from their record will not be considered by the Town unless it is submitted in writing to his immediate supervisor and a copy of that notice is contemporaneously deliver to the Town Manager.

ARTICLE 23

GRIEVANCE AND ARBITRATION PROCEDURE

23.1 A grievance is defined as any dispute or claim of an employee or the Union arising out of the interpretation or application of the provisions of this Agreement.

The procedures set forth in this Article comprise the sole and exclusive dispute resolution for all grievances.

23.2 Any employee covered by this Agreement who has a grievance must submit the grievance in writing to the Union and his or her immediate supervisor within ten (10) working days of the date of the grievance or his or her knowledge of its occurrence. The grievance shall be signed by the employee or a duly authorized Union representative.

The grievance should include the facts giving rise to it, the provisions of the Agreement alleged to have been violated, the name of the aggrieved employee and the remedy sought. He or she shall have the right to have a Steward or Union representative present during the discussion of the grievance.

23.3 Grievances initiated by the Union concerning contract violations shall commence with Step 2 of the procedure and initiated within ten (10) working days of its occurrence or knowledge of its occurrence.

The Town and the Union agree that the following steps shall be followed for the processing of all grievances.

STEP 1: The employee who has a grievance should first discuss the grievance with his or her immediate Supervisor and his or her Union Steward or Representative within the ten (10) day period referenced above.

STEP 2: If the grievance still remains unadjusted, it shall be discussed with the Town Manager within thirty (30) working days, after the response in Step 2 is due. The Town Manager shall respond in writing within three (3) working days after the grievance has been discussed with the immediate Supervisor.

Step 3: If the grievance is not settled to the satisfaction of the Union, the Union may, within thirty calendar days after the reply of the Town Manager is due, by written notice to the Town, demand arbitration with the American Arbitration Association in

accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.

- 23.4 Submission to Arbitration.** Any grievance that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Manager, with written demand for arbitration within two (2) weeks, excluding weekends and holidays, after the response of the Town Manager.
- 23.5 Arbitrator Selection.** The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Town Manager a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.
- 23.6** The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this agreement. The arbitrator shall have no authority to add or to detract from, alter amend or modify any provisions of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement; or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue and award which:
- (a) in violation of or inconsistent with any of the terms of this agreement or applicable law;

- (b) exceeds his jurisdiction and authority under law and this agreement; or
(c) involves any matter wherein the Employer's decision is final and binding
under either the terms of this agreement or by applicable law.

23.7 Binding Effect. Subject to applicable law, the decision of the arbitrator
shall be final and binding upon both parties.

23.8 Fees and Expenses of Arbitration. The fees of the American Arbitration
Association and the fees and expenses of the arbitrator shall be shared equally by
The Union and the Employer.

ARTICLE 24

WAGES AND LONGEVITY

24.1 Wage increases for all employees shall be as follows:

July 1, 2009 1%

July 1, 2010 2%

July 1, 2011 3%

24.2 All employees hired prior to June 30, 2009 shall receive longevity pay increases
beginning yearly on the first pay period following the employee's anniversary date
of hire as follows:

5 Years 2%

10 Years 3%

All employees hired prior to June 30, 1996 shall receive longevity increases beginning yearly on the first pay period following the employee's anniversary date of hire as follows:

5 Years 2%

10 Years 3%

15 Years 4%

- 24.3 Employees shall receive the following premiums added to their rates of pay for the following degrees relating to their jobs:

	<u>July 1, 2009</u>	<u>July 1, 2010</u>	<u>July 1, 2011</u>
Associates Degree	\$1000.00	\$1000.00	\$1000.00
Bachelors Degree	\$2500.00	\$2500.00	\$2500.00
Masters Degree	\$5000.00	\$5000.00	\$5000.00

These amounts are non-cumulative.

ARTICLE 25

UNION REPRESENTATION/ACTIVITIES

- 25.1 The Town shall recognize only those employees that have been designated in writing by the Union as its authorized representatives.

The Union will designate and the Town will recognize not more than one (1) representative for Grievance representation and three (3) representatives for Collective bargaining.

- 25.2 Union Representatives shall be allowed to investigate and process grievances and attend contract negotiating meetings during working hours without loss of pay.

ARTICLE 26

BULLETIN BOARDS

- 26.1 The Town agrees to provide Bulletin Board space where Union notices may be posted.
Only authorized Union officials are allowed to post such notices, **upon approval of the Town Manager.**

ARTICLE 27

NO STRIKE/NO LOCKOUT

- 27.1 Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it nor its members will engage in any strike, slowdown or concerted refusal to perform duties nor will the Employer lockout its employees during the term of this Agreement.

ARTICLE 28

BARGAINING UNIT WORK

- 28.1 It is agreed and acknowledged that bargaining unit work shall be performed only by bargaining unit members, except that supervisors may perform bargaining unit work under the generally accepted rules of exception, including without limitation; if the work performed is *de minimis* in scope; if the work is related to training a bargaining unit employee; if the work is response to an emergency, or if the work is necessitated by unforeseen circumstances requiring prompt action.

ARTICLE 29

ALTERATION OF AGREEMENT

- 29.1 Any alteration or modification of this agreement shall be binding upon the parties only if

executed in writing.

- 29.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a waiver or precedent in the future enforcement of all the terms and conditions herein.
- 29.3 If any portion of this agreement shall be found to be inconsistent with the law, such portion shall not be in effect and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 30

SUCCESSORS AND ASSIGNS

- 30.1 This Agreement shall be binding upon the Town of Hopkinton and the Union and its successors and assigns. No provision herein contained shall be nullified or affected in any manner as a result of any change in the Town Charter.

ARTICLE 31

PENSION

- 31.1 a. The employees covered by this agreement shall be members of the State of Rhode Island Municipal Employees Retirement System, Chapter 45-21, R.I.G.L. and COLA Plan C 45-21-52 R.I.G.L.
- b. Provided that State Legislation enables the Town to so act, the Town shall have the right to enroll Employees covered by this Agreement and hired by the Town after June 30, 2010 in a 403(b) pension plan established by the Town.
- Employees covered by this Agreement and employed by the Town prior to June

30, 2010 shall remain members of the State of Rhode Island Municipal Employees Retirement System. Under the 403(b) pension plan, the town shall contribute 3% of the employees' annual compensation into this plan. The Town's contribution shall be made monthly. Employees covered by the 403(b) may contribute additional funds to their account as allowed by the Internal Revenue Code.

- c. If legislation does not so provide, Employees covered by this Agreement and employed by the Town after June 30, 2010 shall remain members of the State of Rhode Island Municipal Employees Retirement System.

ARTICLE 32

POSTING OF VACANCIES AND NEW JOBS

- 32.1 All new and vacant bargaining unit positions shall be posted on work area Bulletin Boards for a period of ten (10) working days.
- 32.2 Employees will be given consideration based on their seniority and qualifications for posted positions. The employer shall be the judge of the qualifications but shall not act in an arbitrary or capricious manner when making decisions.
- 32.3 The Town will use good faith and make its best effort to fill positions within 30

calendar days of becoming vacant.

ARTICLE 33

LAYOFF AND RECALL

- 33.1 In the event of layoff employees will be allowed to bump a less senior employee provided the employee meets the qualifications of the job. The employer shall be the judge of the qualifications and shall not act in an arbitrary or capricious manner.
- 33.2 The Town will use its best effort to give a thirty (30) calendar day notice of layoff if it results from the Financial Town Meeting. In the event the Town Manager determines a layoff, then a forty-five (45) calendar day notice will be given. Employees shall be notified in writing by certified mail.
- 33.3 Any employee who is laid off shall be placed on a recall list for a period of three (3) years. No new employees shall be hired while any employee is on the recall list.
- 33.4 The union shall be notified of all layoffs by certified mail.

ARTICLE 34

LIFE INSURANCE

- 34.1 The Town shall provide group life insurance for each employee of the bargaining Unit who works twenty (20) or more hours per week. Each eligible employee shall be covered with such life insurance providing a \$50,000 death benefit.

ARTICLE 35

SAFETY AND HEALTH

- 35.1 The Town and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

ARTICLE 36

DURATION OF AGREEMENT

- 36.1 The terms and conditions of this Agreement shall be effective July 1, 2009 and shall continue in full force and effect through June 30, 2012 and from year to year thereafter unless either party shall notify the other in writing in accordance with its statutory requirements that it desires to commence negotiations for a successor agreement. In the event that such notice is given, negotiations shall begin immediately no later than sixty (60) days prior to the termination of the Agreement.
- 36.2 The provisions of the preceding section shall not prevent the parties, by written agreement, from extending any portion of this Agreement (after the one hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.
- 36.3 Both the Town and Local agree that in the future any reorganization of the Town government will be cause for consultation regarding the number of employees in the bargaining unit with deference to the unit clarifications in effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this
_____ day of _____, 2009.

For RI Council 94, AFSCME, AFL-CIO
Local 3163

For the Town of
Hopkinton, Rhode Island

LOCAL 3163 PRESIDENT
John Desjardins

Date: 1-20-2010

William R. McLary
Town Manager

Date: 1/20/2010

APPENDIX A

WAGE RATES

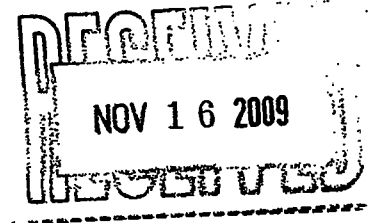
Annual salary increases for the Bargaining Unit shall be provided as follows:

July 1, 2009 1%

July 1, 2010 2%

July 1, 2011

3%



All new employees shall be hired at the following starting rates:

<u>Planner</u>	<u>\$42,120</u>
<u>Building/Zoning Official</u>	<u>\$42,120</u>
<u>Tax Collector</u>	<u>\$38,000-\$42,541 **</u>
<u>Tax Assessor</u>	<u>\$42,120</u>
<u>Recreation Director</u>	<u>\$40,120-42,541 **</u>
<u>GIS/IT</u>	<u>\$42,120</u>

****New employees shall receive a \$1000.00 bonus for every 2 years of experience they bring to their respective positions up to the maximum of the rate range.**

All existing employees shall receive the following steps:

<u>July 1, 2009</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Planner	\$42,541.20	43,551.20	44,561.20
Building & Zoning	\$42,541.20	43,551.20	44,561.20
Tax Collector	\$42,541.20	43,551.20	44,561.20
Tax Assessor	\$42,541.20	43,551.20	44,561.20
Recreation Director	\$42,541.20	43,551.20	44,561.20
GIS/IT	\$42,541.20	43,551.20	44,561.20

Step represents 1 year (12 months) of service in position

<u>July 1, 2010</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Planner	\$43,392.02	44,422.22	45,452.42

Building & Zoning	\$43,392.02	44,422.22	45,452.42
Tax Collector	\$43,392.02	44,422.22	45,452.42
Tax Assessor	\$43,392.02	44,422.22	45,452.42
Recreation Director	\$43,392.02	44,422.22	45,452.42
GIS/IT	\$43,392.02	44,422.22	45,452.42
<u>July 1, 2011</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Planner	\$44,693.78	45,754.89	46,816.00
Building & Zoning	\$44,693.78	45,754.89	46,816.00
Tax Collector	\$44,693.78	45,754.89	46,816.00
Tax Assessor	\$44,693.78	45,754.89	46,816.00
Recreation Director	\$44,693.78	45,754.89	46,816.00
GIS/IT	\$44,693.78	45,754.89	46,816.00